



WAIVER AND RELEASE OF LIABILITY AND INFORMED CONSENT

In consideration of my attendance at and/or participation in the Installation Celebration activities and/or its related events at The Rady Shell at Jacobs Park hosted or sponsored by Downtown San Diego Partnership (“DSDP”) (the “Event”), I, the undersigned participant (“Participant”), freely agree to and make the following acknowledgements, representations, warranties, and covenants and I understand and agree that my attendance at and/or participation in the Event is conditioned on my acceptance of the terms herein:

1. **Right to Refuse Participant(s).** Participant understands and agrees that DSDP may, in its unilateral discretion, refuse to allow or may terminate attendance and/or participation of any participant in the Event for any reason, including if DSDP believes that Participant presents a safety or health hazard to himself, herself, or to others or if Participant fails to comply with any rules at the Event or of The Rady Shell at Jacobs Park.
2. **Event Rules.** I willingly agree to abide by all applicable laws and comply with any and all orally stated or written directions and instructions for attendance at and/or participation in the Event, whether provided by DSDP or The Rady Shell at Jacobs Park or their respective representatives, staff, employees, agents, and/or sponsors.
3. **Warnings and Assumption of Risk.** I affirm that I am in good physical condition and do not suffer from any disability (including without limitation any cardiovascular, musculoskeletal, or respiratory conditions) that would prevent or limit my participation in the Event or any physically challenging exercise or activities. I fully understand that attendance at Installation Celebration involves risks and dangers of serious bodily injury, foreseen and unforeseen, and that an injury could result in my attendance at the Event. I, for myself, my heirs, and assigns, fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of attendance at and/or participation in the Event.

RELEASE

In consideration of my attendance at and/or participation in the Event, I, for myself, my heirs, and assigns, hereby forever waive any claims, demands, causes of action or any claims for relief whatsoever against and release DSDP and its owners, proprietors, principals, officers, directors, employees, agents, and assigns (collectively, the “releasees”) from any and all liability, claims, causes of action, demands, losses, costs, and damages, now or in the future, including, but not limited to, any heart attacks, muscle, ligament or tendon strains, sprains, pulls or tears, joint dislocation, heat exhaustion, and any other illness or injury however caused (including through negligence or action of any releasee), arising from or resulting in connection with my attendance at and/or participation in the Event. I further agree that if, despite this release, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each releasee from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I expressly waive all of the benefits and rights granted to me pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

COVID-19 RELEASE

I understand that the Governor of the State of California and the County of San Diego have placed restrictions on businesses and are requiring them to take certain precautions to prevent further transmission of COVID-19 infections. I: (a) represent, warrant, and certify that at no time during the previous 14 days did I have any of the following symptoms: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; or diarrhea; (b) represent, warrant, and certify that at no time during the previous 14 days have I been around anyone who has tested positive for COVID-19; (c) accept all responsibility for at all times properly using a face covering, maintaining 6 feet of distance from staff and patrons while I am on premises at the Event; (d) agree to submit to temperature and/or symptom screenings before entering The Rady Shell at Jacobs Park and/or my attendance at and/or participation in the Event; (e) agree to do whatever is required by applicable Federal, state, and local regulations, including without limitation complying with all applicable travel restrictions and quarantine requirements; and (f) agree to strictly adhere to all signage posted anywhere on premises at the Event regarding COVID-19 infection prevention.

In addition to all other releases given in this Waiver and Release of Liability and Informed Consent, I, for myself, my heirs, and assigns, hereby waive any and any claims, demands, causes of action, or any claims for relief whatsoever against and release the releasees from all liability, claims, causes of action, demands, losses, and damages, now or in the future, related to my having or contracting COVID-19 or other illness arising out of or in connection with my attendance at the Event.

****I hereby consent to be photographed while participating in the Event. The term "photograph" includes video and still photography in digital or other format and any other means of recording or reproducing images. I authorize the use and disclosure of the photographs for educational, public relations, and marketing purposes as determined appropriate by DSDP.*

I HAVE FULLY AND CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING INFORMATION, ASSUMPTION OF RISK STATEMENTS, AND RELEASE OF LIABILITY, AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND I SIGN KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL. I agree that if any portion of this Waiver and Release of Liability and Informed Consent is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Date

Signature of Participant

Print Name of Participant

IMPORTANT: By providing your e-mail address below, you agree to receive information and communication from the DSDP. You may opt out of receiving e-mails at any time.

Participant E-mail Address